

RECORDATION NO.

27776-A

FILED

DEC 30 '08

-12 30 PM

SURFACE TRANSPORTATION BOARD

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FITAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 30, 2008

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Loan and Security Agreement, dated December 30, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Equipment Lease being filed with the Board under Recordation Number 27776.

The names and addresses of the parties to the enclosed document are:

Agent: BTMU Capital Corporation
111 Huntington Avenue
Suite 400
Boston, Massachusetts 02199

Borrower: BTMU Leasing (Canada) Corporation
200 Bay Street, Royal Bank Plaza, South Tower
Suite 1700
Toronto, Ontario M5J 2J1
Canada

Anne K. Quinlan, Esq.
December 30, 2008
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A description of the railroad equipment covered by the enclosed document is:

2 General Electric CP#9 ES44AC locomotives: CP 8858 and CP 8859.
28 General Electric CP#10 ES44AC locomotives: CP 8860 – CP 8877 and
CP 8890 – CP 8899

A short summary of the document to appear in the index is:

Memorandum of Loan and Security Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LOAN AND SECURITY AGREEMENT
dated December 30, 2008, between BTMU Leasing (Canada)
Corporation (the "Borrower") and BTMU Capital Corporation, as
Agent (the "Agent"). Capitalized terms used herein which are not
defined herein shall have their respective meanings ascribed
thereto in the Loan and Security Agreement (referred to below).

Borrower and the Agent have entered into that certain Loan and Security Agreement dated as of December 30, 2008 (the "Loan and Security Agreement") to witnesseth that as security for the due and punctual payment of the obligations grants to Agent a first priority security interest in and mortgage and charge on, all of the Borrower's estate, right, title and interest in and to the following described property:

- (a) means the 30 locomotives subject to Unit Lease #1 of the Equipment Lease and which are to be purchased by the Borrower from the CPR Leasing Ltd. on December 30, 2008, and which are more particularly described in Schedule A hereto including all additions and alterations thereto, replacements thereof and substitutions therefor (the "Acquired Units");
- (b) the Equipment Lease and all rights of the Borrower under the Equipment Lease and Unit Lease #1, including all amounts of Basic Rent, Supplemental Rent, insurance proceeds, Transaction Costs, Stipulated Loss Value and all other payments of any kind for or with respect to the Acquired Units;
- (c) the Bill of Sale; and
- (d) all rights of the Borrower to restitution from any party pursuant to any Lease Transaction Document in respect of any determination of invalidity thereof, all moneys and securities now or hereafter paid to or deposited with the Borrower in respect of the Equipment Lease and all instruments, documents of title, books and records of Borrower concerning the Acquired Units or the property secured hereby (other than inventories, commodity tax and other similar records relating to the Borrower), all proceeds, rents, issues, profits, products, revenues and other receipts from or an account of the property, rights or privileges, subjected to or required to be subjected to the Security.



The Loan and Security Agreement shall be effective as of the date thereof.

This memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

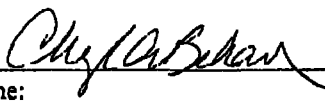

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties wish to show the assignment and mortgage of and security interest in the aforesaid property in favour of the Agent, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

**BTMU LEASING (CANADA)
CORPORATION**

By:  
Name: Cheryl Behan
Title: Senior Vice President

**BTMU CAPITAL CORPORATION, as
Agent**

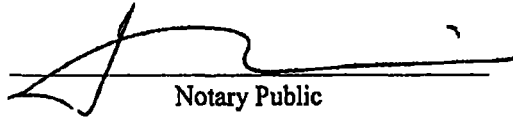
By:  
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS)

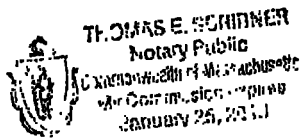
) ss.:

COUNTY OF SUFFOLK)

On this 29th day of December, 2008, before me personally appeared Cheryl Behan, to me personally known, who, by me being duly sworn, says that he/she is Senior Vice President of BTMU LEASING (CANADA) CORPORATION, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My commission expires



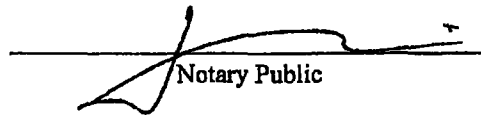
[Memo of Loan and Security Agreement]

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On this 29th day of December, 2008, before me personally appeared Cheryl A. Behan, to me personally known, who, by me being duly sworn, says that she is a Senior Vice President of BTMU CAPITAL CORPORATION, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My commission expires



THOMAS E. SCHIBNER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 25, 2013

[Memo of Loan and Security Agreement]

Schedule A to
Memorandum of Loan and Security Agreement

2 General Electric CP#9 ES44AC locomotives bearing road numbers 8858 and 8859 and 28 General Electric CP#10 ES44AC locomotives bearing road numbers 8860 to 8877, inclusive, and 8890 to 8899, inclusive.

Each locomotive bears the reporting mark "CP".